PROCEEDINGS OF THE PREBID MEETING HELD ON 28.02.2024 AT 3.00 PM IN OFFICE OF CHIEF ENGINEER & CHIEF GENERAL MANAGER (Tech) BSWML FOR THE BIDS INVITED THROUGH NOTIFICATION NO:CE&CGM (TECH)/BSWML/TEND/09/2023-24 DATED: 22.02.2024.

OFFICER'S PRESENT:

1	Chief Engineer& Chief General Manager (Tech) BSWML		Sri Basavaraj R Kabade
2	Deputy General Manager-1 BSWML		Sri. Chandrashekar A G
3	Technical Assistant to CE & CGM (Tech)		Smt Chitra J
4	Assistant General Manager, BSWML		Sri. Santhosh Kaddi

AGENCIES PRESENT:

1	Representative From M/s MSGP Infra Tech Pvt. Ltd.
2	Representative From M/s Tide Technocrats Pvt. Ltd.
3	Representative From M/s Monish Associates
4	Representative From M/s TPS, Sri. Mahadev Bhatt
5	Representative From M/s NPR Infratech
6	Representative From M/s Cleantech
7	Representative From M/s Pro Earth Tech Engineers
8	Representative From M/s Annapoorneshwari Associates
9	Representative From M/s Antony Motors Pvt Ltd
10	Representative From M/s Om Sai Ventures
11	Representative From M/s Parishudh Ventures
12	Representative From M/s Saahas Zero Waste
13	Sri Farah Shariff HIPL
14	Sri Praveen K V
15	Sri S. N. Balasubramanyam
16	Sri S. Harikumar
17	Sri Sheyas L Taksh
18	Sri Saadhana Enviro Engineering Services
19	Sri R. Jayachandra Reddy

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Chief Engineer & Chief General Manager (Tech) BSWML welcomed all the officials and the representatives of the agencies/ firms for below works for which pre- Bid meeting was called. Representatives of various companies as above were present in the said pre bid meeting.

The queries/clarifications sought by the agencies with regard to bids invited, were received in writing / e-mail & through KPP portal. The clarifications are issued according to the tenders invited as under: -

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SUBJECT-1: "Protection of SWM site with boundary wall construction at Kogil Sy.No.99 and Other such places"

Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	01 M/s. OM SAI VENTURES		
1	Page no. 8 Tenders from Joint ventures are not acceptable	Kindly allow Joint Ventures/ Consortium.	Consortium upto 3 members (1 lead member + 2 Consortium member is allowed) in order to have large participation and competitive bids. The Consortium conditions and formats are enclosed
2	The Tenderer or his identified sub-contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling Rs. 2.80 Lakhs (usually not less than 50% of the electrical works)* in any one year.	Kindly delete this condition, as an Electrical work is very minimal in this tender and also qualification is not required for this tender.	Tender condition prevails as Consortium is allowed now
3	The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling of Rs 4.50 Lakhs (usually not less than 50% of the water supply/sanitary engineering works)* in any one year; 9 3.3 Each Tenderer should further demonstrate: (a) Availability by owning the following key and critical equipment for this work:	Kindly delete this condition, as Water supply/ Sanitary work is very minimal in this tender and also qualification is not required for this tender.	Tender condition prevails as Consortium is allowed now
4	Liquid assets and /or availability of credit facilities of not less than Rs. 500.00 Lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.	Kindly allow Joint Ventures/ Consortium Partners any one can produce the Credit Lines/ Letter of Credit/ Certificates from Banks letter.	Since now Consortium is allowed, any one of the Consortium member can provide the line of Credit which shall be without any conditions.
5	Achieved in at least two financial years a minimum	Kindly Accept the work done /experience of any one	Since now Consortium is allowed, the clause is accepted.

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	financial turnover (in all classes of Civil works and Solid Waste Management works) of Rs.1680.00 lakhs	member of the Joint Ventures/ Consortium / LLP Partners.	Any one or as a Consortium together should have Turn Over upto 16.80 Crores in last 2 Financial years out of last 5 years and similarly work done experience of any one or Consortium together is considered
6	Mandating satisfactorily completion as a prime contractor, at least one similar nature of work in Civil project works to as extent of 50% of the cost of the work (Rs. 400.00 lakhs)	Kindly Accept the work done /experience of any one member of the Joint Ventures/ Consortium / LLP Partners.	Since now Consortium is allowed, the clause is accepted. Any one or as a Consortium together should have Mandating satisfactorily completion as a prime contractor, at least one similar nature of work in Civil project works to as extent of 50% of the cost of the work (Rs. 400.00 lakhs) and also Turn Over upto 16.80 Crores in last 2 Financial years out of last 5 years and similarly work done experience of any one or Consortium together is considered
7	A Bidder shall be any individual, Firm, Agency registered BBMP, BDA, NH, PWD, CPWD or other central/state agencies with qualification as set forth in clause 3 below.	The bidder shall be Individual or any one of the members in the Partnership/ Pvt Ltd/ LLP Companies.	Tender conditions Prevails (Consortium is allowed)

All the bidders are requested to participate in the bidding process and further the bidders are instructed to note the above clarifications/amendments issued.

Chief Engineer &
Chief General Manager (Tech)
BSWML

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Conditions of the Consortium

In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Annexure-11.

In case the Bidder is a Consortium, it shall, comply with the following requirements:

a) Number of members in a Consortium shall not exceed 3 (three);
b) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), the Bid should contain the information required for each member of the Consortium;
c) The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at Annexure-9, signed by the other member of the Consortium;
d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and fabrication obligations;
e) An individual Bidder cannot at the same time be member of a Consortium applying for bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the bid;
f) Members of the Consortium shall enter into a binding Memorandum of Understanding (the "Memorandum of Understanding" or "MoU"), for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Package and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall, inter alia:
    i. Convey the intent of the members of the Consortium to enter into the Agreement in case the bid is awarded to the Consortium;
    ii. The Lead Member would enter into the Agreement with BSWML on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement;
    iii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
    iv. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the bid.
g) MoU entered into, between the members of the Consortium shall be specific to the project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.
h) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
i) A Bidder including any Consortium Member should, in the last 2 (two) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such

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Bidder, Consortium Member.

j) In computing the Technical and Financial Capacity of the Bidder under Section III, the Technical and Financial Capacity of the Bidder(s)/Members of consortium would be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

k) The following conditions shall be adhered to while submitting the Bid:

i. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

ii. Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.

iii. Not with standing anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (Three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

(a) Change in Consortium

The Authority restricts a change in control of a Consortium; the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and after signing of the Agreement. In the event of change in Consortium, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

(The Draft MOU is enclosed in ANNEXURE 12)

ANNEXURE 11: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of value of Rs.200)

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Whereas the **Bengaluru Solid Waste Management Limited ("BSWML")** has invited Bids from interested parties for _____. ("the Assignment").

Whereas, ..., ..., and ..... And___--------

(Collectively the "Consortium") being Members of the Consortium are interested in bidding for the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of themas the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at_____, [the respective namesand addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and,in the event the Consortium is awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid ofthe Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignmentand/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts,deeds and things lawfully done or caused to be done by our said Attorney pursuant toand in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF 20

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For _____

(Name & Title)

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed inaccordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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ANNEXURE 11 - MEMORANDUM OF AGREEMENT (MOA) IN CASE OF CONSORTIUM

MEMORANDUM OF AGREEMENT (MOA) IN CASE OF CONSORTIUM PROPOSAL

(to be executed on appropriate value of Non-Judicial Stamp Paper of Rs 100 as per the Stamp Act Prevailing in the State of Maharashtra) DULY ATTESTED BY NOTARY PUBLIC)

This Memorandum of Understanding (MoU) entered into this day of------- 2024_ at _____

Among

_____ *(hereinafter referred as" ----------") and having office at India* **Party of the First Part**

And

_____ *(hereinafter referred as" ----------") and having office at India* **Party of the Second Part**

And

_____ *(hereinafter referred as" ----------") and having office at India* **Party of the Third Part**

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the *Authority has invited Proposals from interested Firms / Consortiums for Appointment of Private operator for development of the [Service] through a Concession agreement*

AND WHEREAS *the Parties have had discussions for formation of a Consortium for bidding for the said Service and have reached an understanding on the following points with respect to the Parties" rights and obligations towards each other and their working relationship.*

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND

DECLARED AS FOLLOWS:

1. *That M/s _____ who is the Lead Members of the Consortium commits to hold lead membership of the Consortium at all times during the Concession Period.*

2. *That the commitments to the project shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession Agreement and the Request for Proposal.*

3. *That the shareholding commitments shall be recorded in the concession agreement & no changes shall be allowed thereof except in accordance with the provisions of the concession agreement & RFP*

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4. That the Parties shall carry out all responsibilities as Private Service Provider in terms of the Concession Agreement.

5. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Consortium member	Role (Lead Member or Member)	Responsibilities

6. That the Parties affirm that they shall implement the Service in good faith and shall take all necessary steps to see the Service through expeditiously. They shall not negotiate with any other party for this Service.

7.That the parties shall be jointly and severally liable for execution of the Service.

8.That this MoU shall be governed in accordance with the laws of India and courts in [Service State], India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorised signatory of Party of the first part:

Authorised signatory of Party of the second part:

Authorised signatory of Party of the third part:

Witness 1

Witness 1

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